

LICENSE AGREEMENT  
CITY OF MONTGOMERY  
PARKING DECK

1. THE CITY OF MONTGOMERY (HEREIN CALLED "THE CITY") HEREBY GRANTS TO THE UNDERSIGNED LICENSEE \_\_\_\_\_, THE PRIVILEGE OF PARKING BY THE MONTH IN \_\_\_\_ AUTOMOBILE PARKING SPACE(S) IN THE PARKING FACILITY KNOWN AS \_\_\_\_\_ PARKING DECK, LOCATED AT \_\_\_\_\_, MONTGOMERY, ALABAMA. THE LICENSE IS EFFECTIVE \_\_\_\_\_, 20\_\_\_\_, AND CONTINUES FROM MONTH TO MONTH THEREAFTER UNTIL TERMINATED BY EITHER PARTY IN THE MANNER PROVIDED IN SECTIONS 3, 4, 6 OR 7 BELOW. THE INITIAL MONTHLY FEE SHALL BE PRORATED ON A STANDARD THIRTY (30) DAY PER MONTH BASIS IF THE LICENSE BECOMES EFFECTIVE ON ANY DAY OTHER THAN THE FIRST DAY OF A CALENDAR MONTH.
2. IN CONSIDERATION OF THE LICENSE THE CITY HEREBY GRANTS, THE LICENSEE SHALL PAY TO THE CITY A ONE TIME, NON-REFUNDABLE FEE OF \$5.00 FOR ISSUANCE OF THE MAGNETIC PARKING CARD AND A MONTHLY FEE OF \_\_\_\_\_ FOR EACH PARKING SPACE SPECIFIED IN SECTION 1 ABOVE (OR SUCH OTHER MONTHLY FEE AS MAY BE DETERMINED BY THE CITY AFTER NOTIFICATION TO THE LICENSEE). THE PARKING CARD SHALL REMAIN THE PROPERTY OF THE CITY. UPON TERMINATION OF THIS LICENSE, THE LICENSEE WILL RETURN THE PARKING CARD TO THE CITY.
3. INITIAL FEES SHALL BE PAYABLE UPON EXECUTION OF THIS LICENSE AGREEMENT. MONTHLY PAYMENTS SHALL BE IN ADVANCE, ON OR BEFORE THE FIRST DAY OF EACH MONTH, PAYABLE AT THE CITY PARKING DECK, LOCATED AT \_\_\_\_\_, MONTGOMERY, ALABAMA, OR SUCH OTHER PLACE AS THE CITY MAY DIRECT. IF THE MONTHLY FEE IS NOT PAID IN FULL ON OR BEFORE THE 10th DAY OF THE MONTH, THE LICENSEE AGREES TO PAY A DELINQUENT SERVICE CHARGE OF 10% OF THE AMOUNT DUE, IN ADDITION TO THE MONTHLY FEE. IF THE ACCOUNT BECOMES FIFTEEN (15) DAYS PAST DUE, THE LICENSEE'S PARKING CARD SHALL BE LOCKED OUT OF THE PARKING CONTROL SYSTEM AND THE LICENSEE WILL BE UNABLE TO USE THE PARKING FACILITY. IF THE ACCOUNT BECOMES ONE (1) MONTH PAST DUE, THE LICENSE MAY BE TERMINATED AND REVOKED. THE CITY SHALL NOT BE REQUIRED TO GIVE TO THE LICENSEE ANY PRIOR NOTICE OF SUCH LOCKOUT, TERMINATION OR REVOCATION. IN THE EVENT LEGAL ACTION IS INSTITUTED TO COLLECT SUCH PAST DUE MONTHLY FEES AND DELINQUENT SERVICE CHARGES, LICENSEE AGREES TO PAY THE COST OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES.
4. THE LICENSEE WILL USE THE PARKING CARD TO ENTER AND DEPART FROM THE PARKING FACILITY. IF THE LICENSEE LOSES THE PARKING CARD FURNISHED BY THE CITY, THE LICENSEE WILL PAY TO THE CITY \$10.00 FOR A REPLACEMENT CARD. THE PARKING CARD IS NON-TRANSFERABLE AND IF ANYONE OTHER THAN THE LICENSEE IS FOUND USING THE CARD TO ENTER OR EXIT THE PARKING FACILITY, SUCH USE SHALL BE GROUNDS FOR THE CITY TO CANCEL THE PARKING CARD AND TO REVOKE AND TERMINATE THE LICENSE HEREBY GRANTED, WITHOUT FURTHER NOTICE.

5. THE CITY WILL NOT BE RESPONSIBLE FOR INJURY OF THE LICENSEE OR THE LICENSEE'S GUESTS, EMPLOYEES OR INVITEES, OR FOR LOSS OF, OR DAMAGE TO ANY VEHICLE WHILE IN THE PARKING FACILITY. LICENSEE ASSUMES ALL RISK OF SUCH INJURY, LOSS OR EXPENSE ARISING WHEREFROM, INCLUDING ATTORNEY FEES INCURRED IN LITIGATION WITH THIRD PARTIES OR WITH THE CITY.

6. a. IF THE CITY TERMINATES OR REVOKES THE LICENSE HEREBY GRANTED FOR ANY CAUSE WHICH IS ABOVE SPECIFIED AS A GROUND OF TERMINATION OR REVOCATION, THE CITY SHALL NOT BE OBLIGATED TO RETURN ANY FEE OR ANY PART OF ANY FEE THE LICENSEE HAS HERETOFORE PAID TO THE CITY.

b. IN ADDITION TO THE TERMINATION PROVIDED FOR ABOVE, THE CITY MAY TERMINATE THIS LICENSE BY GIVING TO THE LICENSEE NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE OF TERMINATION WHICH SHALL BE MAILED TO THE LICENSEE BY UNITED STATES MAIL, FIRST CLASS POSTAGE PREPAID, ADDRESSED TO THE LICENSEE AT:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

7. THE LICENSEE MAY TERMINATE THIS LICENSE AT ANY TIME BY SURRENDERING THE PARKING CARD TO THE CITY BY HAND DELIVERY TO THE PARKING DECK, 35 MONROE STREET, MONTGOMERY, AL OR BY RETURNING THE CARD BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE CITY OF MONTGOMERY PARKING DECKS, PO BOX 1111, MONTGOMERY, AL 36101. THE PARKING CARD MUST BE RETURNED TO THE CITY ON THE LAST DAY IT IS USED BY THE LICENSEE. THE LICENSEE WILL BE CHARGED A PRORATED FEE ON A STANDARD THIRTY (30) DAY MONTH BASIS FOR EACH DAY THE CARD IS IN HIS POSSESSION UNTIL IT IS RECEIVED BY THE CITY.

THE CITY AND THE LICENSEE ENTER INTO THIS AGREEMENT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

CITY OF MONTGOMERY

BY: \_\_\_\_\_

LICENSEE: \_\_\_\_\_

(Signature)

EMPLOYER \_\_\_\_\_

WORK PHONE \_\_\_\_\_

AUTO TAG NO. \_\_\_\_\_

DRIVER'S LICENSE # \_\_\_\_\_

HOME PHONE \_\_\_\_\_